

BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2019-184-E

IN RE:)
 South Carolina Energy Freedom Act)
 (H.3659) Proceeding to Establish)
 Dominion Energy South Carolina,)
 Incorporated's Standard Offer, Avoided)
 Cost Methodologies, Form Contract Power)
 Purchase Agreements, Commitment to Sell)
 Forms, and Any Other Terms or)
 Conditions Necessary (Includes Small)
 Power Producers as Defined in 16 United)
 States Code 796, as Amended) - S.C. Code)
Ann. Section 58-41-20(A))

**DOMINION ENERGY SOUTH
 CAROLINA, INC.'S FIRST REQUEST
 FOR PRODUCTION TO THE SOUTH
 CAROLINA SOLAR BUSINESS
 ALLIANCE, INC.**

**TO: WESTON ADAMS, III, ESQUIRE, AND RICHARD L. WHITT, ESQUIRE,
 ATTORNEYS FOR THE SOUTH CAROLINA SOLAR BUSINESS ALLIANCE**

Pursuant to S.C. Code Ann. Regs. 103-833 and the South Carolina Rules of Civil Procedure, Dominion Energy South Carolina, Inc. ("DESC"), by and through its undersigned counsel, hereby serves upon the South Carolina Solar Business Alliance, Inc. ("SCSBA") this First Request for Production ("Request") to be answered under oath and in writing within twenty (20) days of the date of service hereof and that the documents identified in such written response be produced for inspection and copying to the undersigned at the offices of Matthew Gissendanner, Dominion Energy South Carolina, Inc., Mail Code C222, 220 Operation Way, Cayce, South Carolina 29033-3701 and the offices of Mitchell Willoughby and Benjamin P. Mustian, Willoughby & Hoefer, P.A., 930 Richland Street, Columbia, South Carolina 29201 (Post Office Box 8416, Columbia, South Carolina 29202-8416).

INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. That all information shall be provided to the undersigned in the format as requested.
2. That all responses to the below Request shall be labeled using the same numbers as used herein.
3. That if the requested information is found in other places or in other exhibits, reference not be made to those, but, instead, that the information be reproduced and placed in the responses to this Request in the appropriate sequence.
4. That any inquiries or communication relating to questions concerning clarifications of the data requested below be directed to the undersigned.
5. That all exhibits be reduced to an 8.5" x 11" format.
6. That all documents be provided in their native format, e.g., in Word, Excel, or PowerPoint format with all functions and formulas intact.
7. That, in addition to the signature and verification at the close of SCSBA's responses, SCSBA's witness(es) responsible for the information contained in each response be also indicated.
8. That each request be reproduced at the beginning of the response thereto.
9. That SCSBA provide the undersigned with responses to this Request as soon as possible but not later than twenty (20) days from the date of service hereof.
10. If the response to any request is that the information requested is not currently available, state when the information requested will become available.
11. These requests shall be deemed continuing so as to require SCSBA to supplement or amend its responses as any additional information becomes available up to and through the date of hearing.

12. If a privilege not to answer a request is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.

13. If a refusal to answer a request is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of man hours and costs required to conduct the search.

14. Answer each request on the basis of the entire knowledge of SCSBA, including information in the possession of SCSBA, its officers, directors, consultants, representatives, agents, experts, and attorneys, if any.

15. If any request cannot be answered in full, answer to the extent possible and specify the reasons for SCSBA's inability to answer.

DEFINITIONS

1. The terms "SCSBA," "Complainant," "Claimant," "You," and "Your" where used in this Request refers to the South Carolina Solar Business Alliance, Inc. together with its employees, agents, consultants, experts, subsidiaries, affiliates, and other operational or functional units and all officers, directors, owners, members, employees, agents and representatives of the South Carolina Solar Business Alliance, Inc. It also includes all other persons acting on behalf of the South Carolina Solar Business Alliance.

2. The term "DESC" where used in this Request refers to Dominion Energy South Carolina, Inc.

3. "Document" and "documents" shall mean all written, recorded or graphic matters whatsoever and all non-identical copies thereof, including but not limited to papers, work papers, books, records, letters, photographs, correspondence, communications, electronic mail, telegrams,

cables, telex messages, evidences of payment, checks, memoranda, notes, notations, work papers, transcripts, minutes, reports, recordings of telephone or other conversations, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jotting, agendas, bulletins, notices, announcements, advertisements, guidelines, charts, manuals, brochures, publications, schedules, price lists, subscription lists, customer lists, journals, statistical reports, desk calendars, appointment books, diaries, lists, tabulations, newsletters, drafts, proofs, galleys, or other prepublication forms of materials, telephone lists or indexes, rolodexes, computer printouts, data processing program libraries, data processing input and outputs, microfilm, microfiches, cd roms, books of account, records or invoices reflecting business operations, all records kept by electronic, photographic or mechanical means, any notes or drafts relating to any of the foregoing, and any other documents as defined in Rule 34 of the South Carolina Rules of Procedure of any kind in your possession, custody or control or to which you have access or know to exist.

4. “Communication(s)” when used in this Request shall include the transmittal of information by any means, written, oral, electronic or otherwise.

5. “Relate,” “relating,” “relating to,” and “related to” when used in this Request shall mean recording, summarizing, embodying, constituting, reflecting, digesting, referring to, commenting upon, describing, reporting, listing, analyzing, studying, or otherwise discussing in any way a subject matter identified in the request, and is defined so as to reach all matters within the scope of discovery pursuant to the Commission’s Regulations and the South Carolina Rules of Civil Procedure, including all information which, though inadmissible at trial, is reasonably calculated to lead to the discovery of admissible evidence.

6. Please construe “and” as well as “or” either disjunctively or conjunctively as necessary to bring within the scope of this Request any information which might otherwise be construed outside their scope.

REQUESTS FOR PRODUCTION

1. Produce all documents referred to by SCSBA or its attorneys in preparing the Answers to SCSBA’s First Set of Interrogatories served contemporaneously herewith.

2. Produce any and all statements, written, oral, or transcribed, of any individual that relate in any manner to the claims of SCSBA in this matter or that relate in any manner to the matters at issue in this matter, whether said statements have been taken by SCSBA, or any individuals acting on behalf of SCSBA.

3. Produce any and all diagrams, sketches, drawings, maps, prints, negatives, photographs, videos, layouts, and other documents that relate in any manner to the claims of SCSBA in this matter or that relate in any manner to the matters at issue in this matter.

4. Produce all reports or other documents, including work papers, prepared by any expert witness retained by or on behalf of SCSBA in this case, including a current curriculum vitae.

5. Produce all documents in the custody or control of SCSBA or its attorneys that relate in any manner to the claims of SCSBA in this matter or that relate in any manner to the matters at issue in this matter, including without limitation, all exhibits SCSBA intends to use at trial.

6. Produce copies of all documents and calculations in Word and Excel format with all functions and formulas intact that support or form the basis for the testimony that you intend to

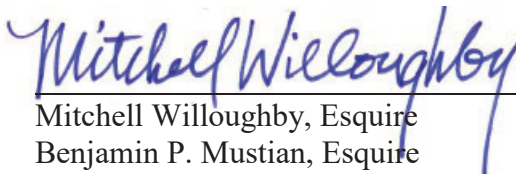
present of any person identified in response to Interrogatory Nos. 1, 3, 4, or 5 as set forth in the First Set of Interrogatories served contemporaneously herewith.

7. Produce any and all documents, including work papers, setting forth or containing any proposed drafts, terms, conditions, calculations, studies, or other similar information and analyses that support or relate in any manner to the claims of SCSBA in this matter or that relate in any manner to the matters at issue in this matter including, but not limited to:

- a) any and all standard offer rates, terms, and conditions SCSBA intends to propose, recommend, or advance in the above-captioned proceeding;
- b) any and all avoided cost methodology(ies) SCSBA intends to propose, recommend, or advance in the above-captioned proceeding, including, but not limited to, proposed methodologies SCSBA plans to assert should be used to calculate avoided energy costs, avoided capacity costs, and ancillary services costs for DESC;
- c) any and all form contract power purchase agreements, terms, and conditions SCSBA intends to propose, recommend, or advance in the above-captioned proceeding;
- d) any and all commitment to sell forms, terms, and conditions SCSBA intends to propose, recommend, or advance in the above-captioned proceeding;
- e) other terms and conditions necessary to implement S.C. Code Ann. § 58-41-20(A);
- f) the terms and conditions SCSBA intends to propose, recommend, or advance in the above-captioned proceeding regarding a “legally enforceable obligation” as contemplated by the Public Utilities Regulatory Policies Act of 1978 (“PURPA”) and its enabling rules and regulations;
- g) any and all reserve margins SCSBA intends to propose, recommend, or advance in the above-captioned proceeding or that SCSBA plans to assert should be used by DESC in calculating its avoided cost rates;
- h) any and all ancillary services SCSBA intends to propose or recommend be used by DESC in calculating its avoided cost rates;
- i) the costs SCSBA asserts DESC avoids or incurs, including, but not limited to, energy, capacity, and ancillary services provided by or consumed by small power producers, as defined by S.C. Code Ann. § 58-41-10(14), including those utilizing energy storage equipment;
- j) any and all interconnection agreements SCSBA intends to propose, recommend, or advance in the above-captioned proceeding.

[signature page follows]

K. Chad Burgess, Esquire
Matthew Gissendanner, Esquire
Mail Code C222
220 Operation Way
Cayce, SC 29033-3701
Telephone: (803) 217-8141 (KCB)
(803) 217-5359 (MWG)
Facsimile: (803) 217-7931
chad.burgess@scana.com
matthew.gissendanner@scana.com



Mitchell Willoughby, Esquire
Benjamin P. Mustian, Esquire
WILLOUGHBY & HOEFER, P.A.
930 Richland Street
PO Box 8416
Columbia, SC 29202-8416
Telephone: (803) 252-3300
Facsimile: (803) 256-8062
mwilloughby@willoughbyhoefer.com
bmustian@willoughbyhoefer.com

Attorneys for Dominion Energy South Carolina, Inc.

Columbia, South Carolina
August 1, 2019